

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	PSC International, Ltd. P.O. Box 1611, 1603 North Street Beaufort, SC 29901	2. Registration No.	4559
3. Name of foreign principal	Central African Republic	4. Principal address of foreign principal	Bangui, Central African Republic

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Office of the President
- b) Name and title of official with whom registrant deals. Ange Felix Patasse, President

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal..... Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal..... Yes No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

April 1, 1994

Name and Title

Jasper K. Smith, v.p.

Signature

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
PSC International, Ltd.	Central African Republic

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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- Describe fully the nature and method of performance of the above indicated agreement or understanding.
PSC International will serve as consultant to the Office of the President, advising on international issues which may have an impact on the interests of the Central African Republic. PSC International will also provide public relations services on behalf of the Central African Republic. This will include the preparation and dissemination of background information, position papers, biographical information and other pertinent data via the news media. PSC International will assist in developing relationships between the Central African Republic and the U.S. business community promote increased trade and investment.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

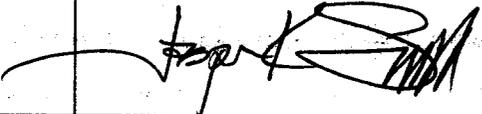
PSC International will develop and implement a public affairs plan to strengthen political, economic and public support for the Central African Republic. PSC International will prepare and distribute information concerning the Central African Republic, set up meetings with key individuals, arrange official and unofficial visits of officials to and from the U.S. PSC International will assist in the development of relationships between U.S. NGOs and relevant organizations in the C.A.R.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

We propose to communicate with appropriate public officials to present the positions of the Central African Republic and to gain support for the C.A.R. development programs.

Date of Exhibit B	Name and Title	Signature
April 1, 1994	Jasper K. Smith Vice President	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRAT

En l'an mil neuf cent quatre-vingt quatorze, le quinze janvier, un accord sous forme de prestation de service à titre conclu entre :

La République Centrafricaine représentée par :

Et

La société P.S.C International Ltd., domiciliée dans l'Etat de la Caroline du Sud aux Etats-Unis d'Amérique d'autre part.

Article 1

La République Centrafricaine confie à la société P.S.C. International Ltd. des activités de développement de ses relations publiques, d'affaires économiques, de recherche de partenariat et de conseil aux Etats-Unis.

Article 2

L'étendue des services que la société P.S.C International Ltd. doit fournir pendant la durée du contrat concernera les points suivants :

A Dans le domaine des relations publiques

1. La société P.S.C. International Ltd. devra : mettre à la disposition du Gouvernement Centrafricain une liste détaillée des organisations cibles, individus et leaders d'opinion concernés par les affaires Africaines.
2. Développer et coordonner une campagne de relations média aux Etats-Unis pour transmettre un message clair et concis exposant les politiques et les objectifs de la République Centrafricaine.
3. Etablir des rapports directs entre les Autorités Centrafricaines et les leaders clés politiques, gouvernementaux, financiers et autres des Etats-Unis.

B Dans le domaine des affaires publiques

La société P.S.C. International Ltd. devra :

- Améliorer les rapports entre le Gouvernement de la République Centrafricaine et celui des Etats-Unis d'Amérique.
- Identifier et se rapprocher des principaux preneurs de décision du Gouvernement Américain afin de promouvoir les objectifs de la République Centrafricaine.

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- Favoriser le jumelage entre les régions de la République Centrafricaine et les différents Etats des Etats-Unis.

C Dans le domaine économique

La société P.S.C. International Ltd. devra :

- Assister le Gouvernement Centrafricain dans le développement et l'amélioration des perspectives du commerce extérieur.
- Aider le Gouvernement à développer des projets d'investissements privés étrangers dans les domaines prioritaires.
- Travailler avec le Gouvernement pour créer des compagnies de commerce pour faciliter le commerce et l'investissement.
- Faciliter les relations entre le Gouvernement Centrafricain et la Banque Mondiale, le F.M.I. et les autres Organisations Internationales de prêt en vue de développer un programme complet d'ajustement structurel.

D Recherche de partenariats

La société P.S.C. International Ltd. devra :

- Développer des programmes de coopération avec les O.N.G. dans les domaines de la santé, du logement, de la protection de l'environnement, de l'éducation et d'autres domaines spécifiques.
- Identifier et développer des sources de financement pour des programmes sociaux.
- Constituer des partenariats avec des organisations de politique générale pour promouvoir des projets à but démocratique et de construction nationale.

Article 3

L'ensemble des activités et des services ci-dessus seront entrepris sous la direction de Dr JASPER K SMITH, Président du Conseil d'Administration de P.S.C. International Ltd., qui reçoit ses instructions du Président de la République Centrafricaine ou de son représentant légal.

Article 4

Le Président de la République Centrafricaine désignera un ou plusieurs représentants pour travailler en collaboration avec la société P.S.C. International Ltd.

Article 5

Une réunion faisant le bilan des activités entreprises sera tenue tous les trois mois en République Centrafricaine ou aux Etats-Unis. Cette réunion permettra de discuter les modifications et de faire les ajustements aux actions proposées dans ce contrat.

Article 6

A la date de la signature de ce contrat, le Gouvernement accepte de verser à la société une avance sur honoraires et dépenses à engager par la société en rapport avec la représentation de la République Centrafricaine pendant la première année de ce contrat, qui prend fin le 31 décembre 1994.

Article 7

Le présent contrat prend effet à la date de souscription indiquée ci-dessus et se termine le 31 décembre 1996. Cependant, à la demande des deux parties, ce contrat peut être prolongé sur des conditions et termes que les parties doivent approuver.

Article 8

N'importe laquelle des parties peut résilier ce contrat par notification écrite avec un préavis de six mois. En cas de résiliation de ce contrat, le Gouvernement devra verser à la société tous les honoraires et dépenses cumulés et dûs avant réception de la notification du Gouvernement exprimant son intention de résilier ce contrat. Spécifiquement, le Gouvernement est responsable du paiement de tous les honoraires et dépenses engagés avant que la société ne reçoive la notification de résiliation. La notification avec six mois de préavis prendra effet dès la remise à la société d'un pli adressé à :

Dr Jasper K Smith
Chairman of the Board
P.S.C. International Ltd.
Suite 602
2301 S. Jefferson Davis Highway
Arlington, Virginia 22202.

En cas de notification par la société de résiliation de ses fonctions pour le compte du Gouvernement, une notification avec préavis de six (6) mois devra parvenir à la République Centrafricaine. La société devra verser des dommages et intérêts au Gouvernement Centrafricain pour les préjudices subis, et devra rembourser les honoraires perçus pour les services non-exécutés.




Article 9

Législation en vigueur. Ce contrat sera régi conjointement par les législations en vigueur dans le District de Columbia, aux Etats-Unis, et en République Centrafricaine.

Article 10

Arbitrage. Dans l'éventualité d'une dispute, chaque partie devra nommer un arbitre, et les deux arbitres ainsi nommés devront désigner un troisième arbitre de manière à constituer un panel d'arbitrage international. En ce qui concerne l'interprétation de quelque clause que ce soit de ce contrat ou des devoirs ou responsabilités des parties prévus ci-dessous, les différends ne peuvent être résolus par les parties et la dispute devra être soumise à la détermination finale du panel de trois (3) pour arbitrage. Le déroulement de l'arbitrage sera conduit conformément aux lois des Etats-Unis. La décision du panel tranchera et sera définitive et non-réexaminable.

Article 11

Cession. Ce contrat ne peut être cédé, en entier ou en partie, par une partie sans l'accord express écrit de l'autre partie.

Article 12

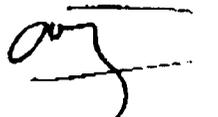
Rupture, renonciation, réparation. Dans l'éventualité d'une rupture des termes et conditions de ce contrat par l'une des parties, chaque partie aura dix (10) jours pour remédier à cette rupture.

Une notification écrite de la rupture de contrat devra être immédiatement envoyée par la partie alléguant la rupture à la partie contre laquelle la rupture est alléguée, par courrier avec accusé de réception. Dans le cas de la société, la notification devra être envoyée à :

Dr Jasper K Smith
Chairman of the Board
P.S.C. International Ltd.
Suite 602
2301 S. Jefferson Davis Highway
Arlington, Virginia 22202

Dans le cas d'une notification de rupture au Gouvernement, la notification devra être adressée comme suit :

Le Président de la République Centrafricaine
Bangui, République Centrafricaine

Article 13

Intégralité de l'accord. Ce document représente l'intégralité des accords et ententes entre les parties et n'est pas sujet à une interprétation orale, quelle qu'elle soit, non comprise dans ce document. Tous les accords et ententes contraires au présent seront nuls et nonavenus et sans aucune validité ni valeur légale.

Article 14

Amendements. Ce contrat peut être altéré ou amendé seulement par voie écrite et signée par les parties concernées.

Article 15

Validité des copies. Ce contrat peut être fait en plusieurs copies, chacune d'entre elles ayant la même légalité et validité que si elle était un original.

Article 16

Représentation de l'autorité. Par l'apposition de leur signature ci-dessous, les parties investissent l'autorité requise d'exécuter le contrat et sont par là liées.

Article 17

Paiement des trajets internationaux, dépenses et frais locaux. Le Gouvernement accepte d'acheter tous les billets pour le voyage entre une ville des Etats-Unis ou d'Europe et la République Centrafricaine, en connexion avec ce contrat. Le Gouvernement paiera également toutes les dépenses locales et engagées par la société en rapport avec ce voyage, y compris les dépenses suivantes : logement, appels téléphoniques, fax, photocopie, repas et transport.

Article 18

Echelonnement des paiements. Le Gouvernement accepte d'effectuer les paiements selon le programme suivante :

A. A la date de la signature de ce contrat, le Gouvernement paiera à la société trois cent mille US dollars (US\$ 300,000) pour les services à rendre pendant la première année (1er janvier 1994 au 31 décembre 1994).

B. Le ou avant le 15 décembre 1994, le Gouvernement devra déposer trois cent mille US dollars (US\$ 300,000) pour les services à rendre pendant la deuxième année (1er janvier 1995 au 31 décembre 1995).

B. Le ou avant le 15 décembre 1995, le Gouvernement devra déposer trois cent mille US dollars (US\$ 300,000) pour les services à rendre pendant la troisième année (1er janvier 1996 au 31 décembre 1996).

EN PRESENCE DES TEMOINS, les parties ont approuvé le contrat à la date ci-dessus inscrite.

PSC INTERNATIONAL LTD.

LA REPUBLIQUE CENTRAFRICAINE

[Handwritten signature]

[Handwritten signature]

Par *ASAFUATI SAUFATI* ..

Par *ANGE KLEU PATASSE*

for
Jasper K Smith
Président du Conseil
d'Administration

[Handwritten signature]
.....
NAHI FEL-ASSAATIS
TEMOIN

[Handwritten signature]
.....
SORONOUPE ERIC
TEMOIN

15 March 1994

LINGUEX, INC.

TRANSLATION CERTIFICATION

This is to certify that the translation of the attached document, is to the best of our knowledge and ability, a true and accurate translation of the original text delivered to us by our client **PCS International, Ltd.** The original documents were to be translated from **French into English**, and said translation was completed and delivered to the client on **January 21, 1994.**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the documents attached herein.

Linguex hereby agrees to keep the contents of this translation confidential according to the ethical and legal standards of the translating profession. Linguex furthermore agrees not to discuss, evaluate, transfer, distribute, or reproduce any material related to this assignment with any person(s), or any other parties related to this assignment, other than the direct representative of the client, as this would constitute a violation of our agreement. Linguex is liable for damages pertaining to the items covered by this statement.

Date: 21 January 1994

ON BEHALF OF LINGUEX : Sylvie M. Clements
Ms. Sylvie Clements

District of Columbia) ss:

BE IT KNOWN, that on the 21 day of January, 1994 before me, a Notary Public in and for the District of Columbia, duly commissioned and sworn, personally came and appeared Ms. Sylvie Clements who acknowledged that she executed the within instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office, the day and year above written.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES ON OCTOBER 14, 1998

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CONTRACT

In the year one thousand nine hundred ninety-four, on January fifteen, a concluded agreement in the form of a provision of a service between:

The Central African Republic represented by:

And

the P.S.C. International, Ltd. Company registered in the State of South Carolina in the United States on the other hand.

Article 1:

The Central African Republic entrusts the P.S.C. International Ltd. Company with the development of its public relations, economic affairs, and partnership and consultant search in the United States.

Article 2:

The range of services that the P.S.C. International Company must supply during the length of the contract will involve the following points:

A / In the public relations field

- 1 - P.S.C. International will have to : make a detailed list of target organizations, individuals, and opinion leaders concerned with African affairs available to the Central African government.
- 2 - Develop and coordinate a media relations campaign in the U.S.A. to send a clear and concise message explaining the policies and objectives of the Central African Republic.
- 3 - Establish direct relationships among the Central African authorities and key political, government, financial, and other leaders of the U.S.A.

B / In the public affairs field

The P.S.C. Ltd. Company will have to : improve the relationships between the government of the Central African Republic and that of the U.S.A.

- Identify and approach the main decision makers of the American government to promote the objectives of the Central African Republic.
- Promote twinning between regions of the Central African Republic and different states in the U.S.A.

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C / In the economic realm

The P.S.C. International Company will have to:

- Assist the Central African government in the development and improvement of its prospects for foreign trade.
- Help the government develop foreign private investment plans in priority fields.
- Work with the government to create companies to facilitate business for trade and investment.
- Facilitate the relationships between the Central African government and the World Bank, the I.M.F. and other international lending organizations to develop a complete structural adjustment program.

D / Search for partnerships

The International Ltd. Company will have to:

- Develop cooperation programs with the O.N.G. in the fields of health, lodging, environmental protection, education, and other specific domains.
- Identify and develop financial sources for social programs.
- Form partnerships with general policy organizations to promote projects with a democratic purpose and national construction projects.

Article 3

All the activities and services explained above will be under the management of Dr. JASPER K. Smith, President of the Board of Directors of P.S.C. International, Ltd, who will receive directions from the President of the Central African Republic or his legal representative.

Article 4

The President of the Central African Republic will designate one or several representatives to work in collaboration with the P.S.C. International Company

Article 5

There will be a regular assessment of business operations every three months in the Central African Republic or the U.S.A. This meeting will make it possible to discuss modifications and make adjustments to the actions proposed in this contract.

Article 6

On the date this contract is signed, the government agrees to pay the company an advance on the fees and expenses the company will incur in relation to representing the Central African Republic during the first year, which begins at the conclusion of this agreement and ends on December 31, 1994.

Article 7

The current contract takes effect on the date of its signing as mentioned above and ends on December 31, 1996. However, at the request of the parties, this contract can be extended under conditions and terms the parties have to approve.

Article 8

Either of the parties can terminate this contract by written notification with six months notice. In case of termination of this contract, the government has to pay the company all fees and expenses accumulated and due before the government's notification expressing its intention to terminate this contract was received. The government is specifically liable for the payment of all fees and expenses incurred before the company received the termination notice sent to it; the notification with six months notice will take effect as soon as it is delivered to the company addressed to:

Dr. Jasper K. Smith
Chairman of the Board
P.S.C. International, Ltd. suite 602
230 1 S. Jefferson Davis Highway
Arlington, Virginia 22202

In case of notification by the company of cancellation of its work on behalf of the government, notification with six (6) months notice must be sent to the Central African Republic. The company will have to pay damages and interest to the Central African Republic for the losses suffered and will have to reimburse the fees received for services that were not performed.

Article 9. Legislation in force. This contract will be subject mutually to the laws in force in the District of Columbia, the United States, and the Central African Republic.

Article 10. Arbitration. In the eventuality of a dispute, each party should name an individual, an arbitrator, and the two persons thus named should designate a third arbitrator to form a panel for international arbitration. With regard to the interpretation of any clause, whether it is from this contract or the duties or responsibilities of the parties mentioned above, and when the differences of opinion cannot be resolved by the parties, the dispute will be submitted to final determination of the panel of three (3) for arbitration. The arbitration process

will be conducted in accordance with the laws of the United States relative to international arbitration for entities established and existing in the United States. The decision of the panel will rule and will be definitive and not subject to reconsideration.

Article 11. Transfer. This contract cannot be transferred either entirely or partially by one party without the express written consent of the other party.

Article 12. Breach, abandonment, compensation. In the eventuality of a breach of the terms and conditions of this contract by one of the parties, each party will have ten (10) days to remedy this breach.

A written notification of the breach of contract should be sent immediately by the party alleging the breach to the party against whom the breach is alleged, in writing, with acknowledgement of receipt. In a case involving the company, the notification should be sent to:

Dr. Jasper K. Smith
Chairman of the Board
P.S.C. International, Ltd. suite 602
230 1 S. Jefferson Davis Highway
Arlington, Virginia 22202

In case of notification of breach to the government, the notification should be delivered as follows:

President of the Central African Republic
Bangui, Central African Republic

Article 13. Entirety of the Agreement. This document represents the complete agreements and understandings between the parties and is not subject to any oral translation, no matter what it is, not included in this document. All agreements and understandings contrary to this one will be null and void and with no validity or legal worth.

Article 14. Amendments. This agreement can be altered or amended only in writing and signed by the parties involved.

Article 15. Validity of Copies. This contract can be made in several copies; each of them has the same legal validity as if it were an original.

Article 16. Representation of the authority. By the application of their (illegible)

Article 17. Payment for international travel, expenses and local costs. The government agrees to buy all the tickets for travel from a city in the United States or Europe to the Central African Republic in connection with this contract. The government will

also pay for all local expenses undertaken by the company in association with this trip, including for the following expenses: lodging, telephone calls, fax, photocopying, meals and transportation.

Article 18. Staggering of payments. The government agrees to make payments according to the following program:

A. On the date this contract is signed, the government will pay the company three hundred thousand US dollars (US\$ 300,000) for the services to be rendered during the first year (January 1, 1994 to December 31, 1994);

B. On or before December 15, 1994, the government will have to deposit three hundred thousand US dollars (US\$ 300,000) for services to be rendered in relation to the second year (January 1, 1995 to December 31, 1995).

C. On or before December 15, 1995, the government will have to deposit three hundred thousand US dollars (US\$ 300,000) for the services to be rendered in relation to the third year (January 1, 1996 to December 31, 1996).

IN THE PRESENCE OF WITNESSES, the parties approved the contract on the date recorded above.

PSC INTERNATIONAL, LTD.

THE CENTRAL AFRICAN REPUBLIC

By: _____
Jasper K. Smith
Chairman of the
Board of Directors

By: _____

WITNESS

WITNESS